

Washington Price List No. 4

ORIGINAL SHEET No. 1

Oregon Telecom, Inc. d/b/a Washington Telecom

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## PRICE LIST

**Price Lists must be filed using the following format. All pages must include the telecommunications company name, page number, and effective date.**

Telecommunications Company Name: Oregon Telecom, Inc. d/b/a Washington Telecom

Address: P.O. Box 4333

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City/State/Zip: Salem, Oregon 97302

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Unified Business Identification Number (UBI): 602-211-244

(If you don't know your UBI number please contact the Department of Licensing at 360-664-1400)

### **Regulatory Contact:**

Name: Jeff Raines

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Phone Number: (503) 588-5858 Fax Number: (503) 588-9888 E-Mail: [jraines@oregontelecom.com](mailto:jraines@oregontelecom.com)

A complete copy of the company's Price List is available at this website address:

[www.washingtonelecom.com](http://www.washingtonelecom.com)

Place the service(s) will be provided: Qwest Local Service Area

**WUTC should refer requests for information regarding consumer questions and/or complaints to the following company representative:**

Name: Dennis Gabriel

---

Title: President, Operations & Customer Service

---

Phone Number: (541) 345-7999 Fax Number: (541) 345-1811 E-Mail: [dgabriel@oregontelecom.com](mailto:dgabriel@oregontelecom.com)

Effective Date: January 26, 2005

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ORIGINAL SHEET No. 2

Oregon Telecom, Inc. d/b/a Washington Telecom

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**TELECOMMUNICATIONS SERVICES PROVIDED:**

<input checked="" type="checkbox"/>	Local Exchange Service	<input checked="" type="checkbox"/>	Data Services
<input checked="" type="checkbox"/>	Alternate Operator Services	<input type="checkbox"/>	Prepaid Calling Cards
<input type="checkbox"/>	Long Distance Interlata	<input checked="" type="checkbox"/>	Directory Assistance
<input checked="" type="checkbox"/>	Long Distance Intralata	<input type="checkbox"/>	Calling Cards
<input type="checkbox"/>	Other, please specify _____		

**Indicate limitations, terms, or conditions and all rates, charges, or prices for the services being offered.**

**See Price List Pages 3 – end attached hereto.**

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ORIGINAL SHEET No. 3

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Oregon Telecom, Inc. d/b/a Washington Telecom

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Oregon Telecom, Inc. d/b/a Washington Telecom

P.O. Box 4333  
Salem, Oregon 97302

(503) 588-5858

COMPETITIVE LOCAL EXCHANGE SERVICE

Applying to Competitive Local Exchange Services  
for Points in the State of Washington

CONTAINING RULES AND REGULATIONS

GOVERNING SERVICE

This Price List contains the descriptions, regulations, and rates applicable to the furnishing of competitive local exchange services provided by Oregon Telecom, Inc. d/b/a Washington Telecom ("Company"). Copies may be inspected during normal business hours at the Company's principal place of business: 401 Ratcliff Drive SE Suite 170 Salem, Oregon 97302. Pursuant to the Commission's rules, this Price List may also be viewed on the Company's web site, [www.washingtonelecom.com](http://www.washingtonelecom.com).

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Issued by:

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Phone: (503) 588-5858

Washington Price List No. 4

ORIGINAL SHEET No. 4

Oregon Telecom, Inc. d/b/a Washington Telecom

**CHECK SHEET**

Sheets 1 through 92 inclusive of this Price List are effective as of the date shown at the bottom of the respective sheet(s).

<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>
1	Original	26	Original
2	Original	27	Original
3	Original	28	Original
4	Original	29	Original
5	Original	30	Original
6	Original	31	Original
7	Original	32	Original
8	Original	33	Original
9	Original	34	Original
10	Original	35	Original
11	Original	36	Original
12	Original	37	Original
13	Original	38	Original
14	Original	39	Original
15	Original	40	Original
16	Original	41	Original
17	Original	42	Original
18	Original	43	Original
19	Original	44	Original
20	Original	45	Original
21	Original	46	Original
22	Original	47	Original
23	Original	48	Original
24	Original	49	Original
25	Original	50	Original

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ORIGINAL SHEET No. 5

Oregon Telecom, Inc. d/b/a Washington Telecom

**CHECK SHEET**, Continued

<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>
51	Original	83	Original
52	Original	84	Original
53	Original	85	Original
54	Original	86	Original
55	Original	87	Original
56	Original	88	Original
57	Original	89	Original
58	Original	90	Original
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**CONCURRING CARRIERS**

None

**CONNECTING CARRIERS**

None

**OTHER PARTICIPATING CARRIERS**

None

**EXPLANATION OF SYMBOLS**

- (C) To signify **changed** condition or regulation
- (D) To signify **deleted or discontinued** rate, regulation or condition
- (I) To signify a change resulting in an **increase** to a customer's bill
- (K) To signify that material has been **transferred** to another sheet or place in the Price List
- (M) To signify that material has been **moved from** another Price List location
- (N) To signify a **new** rate, regulation condition or sheet
- (O) To signify **no change** in rate, regulation or condition but rather clarifies an existing rate, regulation or condition
- (R) To signify a change resulting in a **reduction** to a customer's bill
- (T) To signify a change in **text** but no change to rate or charge

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**PRICE LIST FORMAT**

- A. **Sheet Numbering** - Sheet numbers appear in the top center of the sheet. Sheets are numbered sequentially. However, occasionally, when a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. **Sheet Revision Numbers** - Revision numbers also appear in the top center of each sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd Revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in their Price List approval process, the most current sheet number on file with the Commission is not always the sheet in effect. Consult the Check Sheet for the sheet currently in effect.
- C. **Paragraph Numbering Sequence** - There are four levels of paragraph coding. Each level of code is subservient to its next higher level:
- 2.
  - 2.1.
  - 2.1.1.
  - 2.1.1.1.
- D. **Check Sheets** - When a Price List filing is made with the Commission, an updated Check Sheet accompanies the Price List filing. The Check Sheet lists the sheets contained in the Price List with a cross reference to the current revision number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc., remains the same, just revised revision levels on some sheets). The Price List user should refer to the latest Check Sheet to find if a particular sheet is the most current on file with the Commission.

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ORIGINAL SHEET No. 10

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Oregon Telecom, Inc. d/b/a Washington Telecom

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**APPLICATION OF PRICE LIST**

This Price List contains the rates applicable to the provision of competitive local exchange telecommunications services by Oregon Telecom, Inc. d/b/a Washington Telecom between various locations within the State of Washington.

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ORIGINAL SHEET No. 11

Oregon Telecom, Inc. d/b/a Washington Telecom

**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS**

Access Line:

A line which connects a customer to the central (switching point) office of an exchange through which local and long distance calls can be made.

Account Code:

A numerical code, one or more of which are available to a customer to enable identification of individual users or groups of users on an account and to allocate costs of service accordingly.

Additional Listing:

Any listing of a name or information in connection with a Customer's telephone number beyond that to which he is entitled without additional charge in connection with his regular service.

Application

A request made orally or in writing for telephone service.

Authorized User:

A person, firm, corporation or other entity that either is authorized by the Customer to use local exchange service or is placed in a position by the Customer, either through acts or omissions, to use local exchange service.

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Oregon Telecom, Inc. d/b/a Washington Telecom

**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued**

**Business Service:**

A service which conforms to one or more of the following criteria:

- A. used primarily for paid commercial, professional or institutional activity; or
- B. the service is situated in a commercial, professional or institutional location, or other location serving primarily or substantially as a site of an activity for pay; or
- C. the service number is listed as the principal or only number for a business in any telecommunications directory; or
- D. the service is used to conduct promotions, solicitations, or market research for which compensation or reimbursement is paid or provided. However, such use of service, without compensation or reimbursement, for a charitable or civic purpose will not constitute business use of service unless other criteria apply.

**Called Station:**

The terminating point of a call (i.e., the called number).

**Calling Card**

A card issued by Company containing such account numbers assigned to its Customer which enables the charges for calls made to be properly billed on a pre-arranged basis.

**Calls**

The term "calls" means telephone messages attempted by Customers or Users.

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Oregon Telecom, Inc. d/b/a Washington Telecom

**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued**

Carrier or Common Carrier:

Any individual, partnership, association, corporation or other entity engaged in intrastate communication for hire by wire or radio between two or more exchanges.

Channel:

A communications path between two or more points of termination.

Circuit:

A channel used for the transmission of electrical energy in the furnishing of telephone and other communications service.

Commission:

The Washington Utilities and Transportation Commission

Communications System:

Channels and other facilities which are capable, when not connected to exchange telecommunications service, of two-way communications between customer-provided terminal equipment or company stations.

Company:

Oregon Telecom, Inc. d/b/a Washington Telecom ("Washington Telecom")

Commission:

The Washington Utilities and Transportation Commission

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ORIGINAL SHEET No. 14

Oregon Telecom, Inc. d/b/a Washington Telecom

**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued**

Connecting Arrangement:

The equipment provided by Washington Telecom to accomplish the direct electrical connection of customer-provided facilities with the facilities of Washington Telecom or of facilities of Washington Telecom with other facilities of Washington Telecom.

Connecting Company

A corporation, association, partnership or individual owning or operating one or more exchanges and with who communications services are interchanged.

Connector

See "Switch".

Connection Charge

See "Service Connection Charge".

Construction Charge:

A separate non-recurring charge made for the construction of facilities in excess of that contemplated under the rates quoted in the exchange tariffs.

Contract:

Refers to the agreement between a customer and Washington Telecom under which service and facilities are furnished in accordance with the applicable provisions of the Price Lists.

Cost:

The cost of labor and materials, which includes appropriate amounts to cover Washington Telecom's general operating and administrative expenses.

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ORIGINAL SHEET No. 15

Oregon Telecom, Inc. d/b/a Washington Telecom

**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued**

**Customer:**

The person, firm, corporation or other entity which orders or uses service and is responsible for payment of charges and compliance with Price List regulation.

**Cut-Over Date (or Installation Date)**

The date when Company commences supplying telephone services pursuant to this Price List.

**Credit Card**

A valid bank or financial organization card, representing and account to which the costs of products and services purchased by the card holder may be charged for future payment. Such cards include those issued by VISA or MasterCard.

**Customer-Provided Equipment**

Devices, apparatus, and/or associated wiring provided by a Customer.

**Debit Card:**

A valid bank or financial organization card, representing both an account from which the costs of products and services purchased by the card holder may be charged.

**Dedicated Access:**

Non-switched access between a Customer's premises and the point of presence of the Company's underlying carrier.

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ORIGINAL SHEET No. 16

Oregon Telecom, Inc. d/b/a Washington Telecom

**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued****Demarcation Point:**

The point of connection, provided and maintained by the Telephone Company, at which the Telephone Company service and the property owner or customer's facilities are connected. This Demarcation Point is to be mutually agreeable to the Telephone Company and the subscriber or property owner, and is normally located near the point where the Telephone Company facilities enter the building or property, on the subscriber's side of the Company's protector, or its equivalent.

For multiple buildings constructed on continuous business property, such as shopping centers, condominiums, industrial parks, and campuses, the Telephone Company may establish a single Demarcation Point or may designate one of the existing terminating connections on a property as a main Demarcation Point. Where feasible, one or more alternate Demarcation Points may be placed or reinforced by the Company at the request of the business customer or property owner. Charges will be applied to cover additional costs of placing or reinforcing alternate Demarcation Points. The property owner or customer is responsible for service on the customer side of the Demarcation Point.

**Digital:**

A method of storing, processing and transmitting information through the use of distinct electronic or optical pulses that represent the binary digits (bits) 0 and 1. Digital transmission/switching technologies employ a sequence of discrete, individually distinct pulses to represent information, as opposed to the continuously variable signal of analog technologies.

**Direct Connection:**

Connection of terminal equipment to the telephone network by means other than acoustic or inductive coupling.

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Oregon Telecom, Inc. d/b/a Washington Telecom

**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued**

**Direct Inward Dial (DID)**

A service attribute that routes incoming calls directly to stations, by-passing a central answer point.

**Direct Outward Dial ("DOD"):**

A service attribute that allows individual station users to access and dial outside numbers directly.

**Directory Listing :**

A publication in the Company's alphabetical directory of information relative to a customer's name or other identification and telephone number.

**Disconnect or Disconnection:**

The termination of a circuit connection between the Originating Station and the Called Station or the Company's operator.

**Emergency Service Number ("ESN"):**

A unique code, assigned by the Company, used to define specific combinations of police, fire and/or ambulance jurisdictions, or any other authorized agency, which are designated by the Customer.

**E911 Customer:**

A governmental agency that is the customer of record and is responsible for all negotiations, operations and payment of bills in connection with the provision of E911 service.

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ORIGINAL SHEET No. 18

Oregon Telecom, Inc. d/b/a Washington Telecom

**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued**

**End User:**

Any customer of telecommunications service that is not a carrier, except that a carrier shall be deemed to be an "end user" to the extent that such carrier uses a telecommunications service for administrative purposes, without making such service available to others, directly or indirectly.

**Exchange:**

An area, consisting of one or more central office districts, within which a call between any two points is a local call.

**Exchange Access Line:**

A central office line furnished for direct or indirect access to the exchange system.

**Exchange Service:**

The provision to the subscriber of access to the exchange system for the purpose of sending and receiving calls. This access is achieved through the provision of a central office line (exchange access line) between the central office and the subscriber's premises.

**Extended Area Service:**

Interexchange telephone service furnished at flat rate between one or more exchange areas.

**Flat Rate Service:**

The type of exchange service provided at a monthly rate with an unlimited number of calls within a specified primary calling area.

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ORIGINAL SHEET No. 19

Oregon Telecom, Inc. d/b/a Washington Telecom

**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued**

**Initial Service Period:**

The minimum length of time for which a customer is obligated to pay for service, facilities, and equipment, whether or not retained by the customer for such minimum length of time.

**Interconnection:**

The method by which telecommunications facilities of the Company are arranged to transmit to, or receive information from, Customer-provided equipment.

**Interruption:**

The inability to complete calls, either incoming or outgoing or both, due to Company facilities malfunction or human errors.

**ISDN/PRI Business Service:**

An ISDN Primary Rate Interface Business Service connection operating at 1.544 MBPS that is time division multiplexed in 23B channels and one D channel. The B channels carry individual voice-grade telephonic communications, each of which can be used to place or received one call at a time, while the D channel handles signaling information.

**Joint User Service:**

An arrangement whereby an individual, firm or corporation whose telephone needs are not such as to justify the provision of separate customer service is permitted to use the service of a customer.

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ORIGINAL SHEET No. 20

Oregon Telecom, Inc. d/b/a Washington Telecom

**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued**

**LATA:**

Local Access and Transport Area ("LATA"). A geographic area established for the provision and administration of communications service. A LATA encompasses designated exchanges, which are grouped to serve common social, economic and other purposes.

**Line Construction Charges:**

The charges applied for additions to existing central office line facilities outside a Base Rate Area to provide service to business or residence customers.

**Local Channel:**

Applies to that portion of a channel which connects a station to an interexchanging channel. A channel connecting two or more stations within an exchange area.

**Local Exchange Carrier:**

A company which furnishes exchange telecommunications service.

**Local Channel:**

Applies to that portion of a channel which connects a station to an interexchanging channel. A channel connecting two or more stations within an exchange area.

**Local Exchange Service:**

Telephone communication within Exchange Areas in accordance with the provision of Washington Telecom's Price Lists.

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Oregon Telecom, Inc. d/b/a Washington Telecom

**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued**

**Local Message:**

A completed communication between customer's stations located within the same Exchange Area.

**Local Service Area:**

The area within which telephone service is furnished under a specific schedule of rates without the application of specific charges for each message.

**Maintenance Visit Charge:**

A charge applied when a service difficulty or trouble report results from customer provided equipment and/or inside wiring and not from the telephone company's facilities.

**Message Rate Service:**

A type of exchange service provided at a monthly rate with an additional charge for local calling based on the usage of the local network. One completed call is equal to one message.

**Mileage:**

The measurement upon which charges are computed for extension, tie, private lines and for lines serving exchange stations located outside the base rate area or outside the central office area of the connecting central office.

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ORIGINAL SHEET No. 22

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Oregon Telecom, Inc. d/b/a Washington Telecom

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued**

**Minimum Contract Period:**

The minimum length of time for which a customer is obligated to pay for service, facilities and equipment, whether or not retained by the customer for such minimum length of time.

**Monthly Recurring Charge:**

A regular charge applied on a monthly basis for the services applied for under this Price List.

**Network:**

The Company's facilities, equipment, and services provided under this tariff.

**Non-Recurring Charge:**

A one-time charge associated with certain installations, change or transfer of services, either in lieu of or in addition to monthly recurring charges.

**Premises:**

A building or buildings or contiguous property, not separated by a public highway or right-of-way.

**Price List:**

The rates, charges, rules and regulations adopted and filed by Washington Telecom with the Washington Utilities and Transportation Commission.

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued**

Service(s):

All telecommunications services and other services related thereto provided by the Company to Customers or End Users.

Station:

Each telephone on a line where no telephone associated with the line is provided on the same premises and in the same building; the first termination in station key equipment or a jack for use with a portable telephone.

Subscriber:

See "Customer" definition.

Suspension:

Interruption of services for any number of reasons, including, but not limited to nonpayment.

T1 Business Service:

Service provided to business customers. The connection operates at 1.544 MBPS that is time division multiplexed in 24 individual voice-grade telephonic communications channels, each of which can be used to place or received one call at a time.

Telephone Company:

See Carrier

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued**

**Termination Charge:**

A charge applied under certain conditions, when a contract for service is terminated by the customer before the expiration of the minimum contract period.

**Toll Call:**

Any call extending beyond the local exchange of the originating caller which is rated on a toll schedule by the Company.

**Toll Free Service:**

A bulk billed service which provides a customer a monthly flat rated message service for incoming station-to-station calling from telephones within a preset calling area. This service is offered without charge to the dialing party.

**Trunk:**

A communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

**Trunk Line:**

A circuit over which a customer's messages are sent between two central offices or between a central office and a private branch exchange system.

**User:**

Any person or entity that obtains the Company's services provided under this tariff, regardless of whether such person or entity is so authorized by the Customer.

**WAC:**

Washington Administrative Code.

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Oregon Telecom, Inc. d/b/a Washington Telecom

**SECTION 2 - RULES AND REGULATIONS**

**2.1. UNDERTAKING OF COMPANY**

- 2.1.1. Company's local exchange services are furnished for telecommunications originating and/or terminating in any area within the State of Washington.
- 2.1.2. Company provides local exchange telecommunications to Customers for direct transmission and reception of voice, data, and other types of communications.
- 2.1.3. Provision of the Company's services is dependent upon the availability of suitable facilities for services. The facilities used to provide a particular service are chosen by the Company and are not represented to be suitable for any one service. The Company reserves the right to change underlying facilities, at the Company's sole option, provided there is no degradation to the services.
- 2.1.4. The Company's services are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week.
- 2.1.5. Request for service under this Price List will authorize the Company to conduct a credit search on the Customer.
- 2.1.6. This Price List shall be interpreted and governed by the laws of the State of Washington without regard for the State's choice of laws provision.

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Oregon Telecom, Inc. d/b/a Washington Telecom

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**SECTION 2 - RULES AND REGULATIONS, Continued****2.2. LIMITATIONS**

- 2.2.1. Service is offered subject to availability of the necessary facilities and/or equipment and subject to the provisions of this Price List.
- 2.2.2. Company reserves the right to immediately disconnect service without notice pursuant to the provisions of WAC 480-120-172(1).
- 2.2.3. The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.2.4. The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, telephone number, process or code. All rights, titles and interests remain, at all times, solely with the Company.
- 2.2.5. Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this Price List shall apply to all such permitted assignees or transferees, as well as all conditions of service.
- 2.2.6. The Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the terms and conditions of this Price List are being complied with in the installation, operation or maintenance of the Customer's or the Company's facilities or equipment.
- 2.2.7. The Company reserves the right to refuse an application for service made by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this Price List until the indebtedness is satisfied.

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**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.2. LIMITATIONS, Continued**

- 2.2.8. Company may limit communications over its facilities during emergencies, which may result in a shortage of facilities.
- 2.2.9. The Company may refuse to permit collect calling, calling card, third number billing which it determines to be fraudulent and/or may limit the use of these billing options or services.
- 2.2.10. The Company reserves the right to discontinue service hen necessitated by conditions beyond its control or when the Customer's use of the service is in violation of the provisions of this Price List, Washington Telecom's policies and procedures, or in violation of state law, unless prohibited by Commission rules, regulations or Washington State law.

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Oregon Telecom, Inc. d/b/a Washington Telecom

**SECTION 2 - RULES AND REGULATIONS, Continued****2.3. USE**

- 2.3.1. Service may be used for the transmission of communications by the Customer for any lawful purpose for which the service is technically suited. Services are designed primarily for business or commercial use.
- 2.3.2. Customers may transmit or receive information or signals via the Company's facilities. Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this Price List. A Customer may transmit any form of signal that is compatible with Company's equipment, but Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this Price List.
- 2.3.3. Service may not be used for any unlawful purpose or for any purpose for which any payment or other compensation is received by the Customer, except when the Customer is a duly authorized and regulated common carrier, shared tenant or multi-tenant provider. This provision does not prohibit an arrangement between the Customer, authorized user or joint user to share the cost of service. This provision does not prohibit any other joint use arrangement permitted by Commission rules and/or Washington State law.
- 2.3.4. Recording of telephone conversations of service provided by the Company under this Price List is prohibited except as authorized by applicable federal, state and local laws.
- 2.3.5. The Company strictly prohibits use of the Company's services without payment or by an avoidance of payment by the Customer by fraudulent means or devices including providing falsified calling card numbers or invalid calling card numbers to the Company, providing falsified or invalid credit card numbers to the Company or in any way misrepresenting the identity of the Customer.
- 2.3.6. A business Customer may extend service capable of two-way communications to the location of another business Customer for the purpose of performing clerical services, which include the answering and originating of telephone calls. All regulations governing the use of service and the charges normally associated with the provision of service are applicable.
- 2.3.7. Service will not be used to call another person so frequently or at such times of day or in any other manner so as to annoy, abuse, threaten or harass the called party.

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Oregon Telecom, Inc. d/b/a Washington Telecom

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**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.3. USE, Continued**

- 2.3.8. Service will not be used in any manner which interferes with other persons in the use of their service, prevents other persons from using their service or otherwise impairs the quality of service to other Customers.
- 2.3.9. The name(s) of the Customer(s) desiring to use the service must be set forth in the application for service, and such person(s) shall be the authorized person(s) on the account for services for the purpose of changing services or any activity or notice on the account or relative to the services.

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ORIGINAL SHEET No. 30

Oregon Telecom, Inc. d/b/a Washington Telecom

**SECTION 2 - RULES AND REGULATIONS, Continued****2.4. APPLICATION FOR SERVICE**

- 2.4.1. A Customer desiring to obtain Service may be required to complete the appropriate service order form or service agreement, and submit the service order in compliance with Company subscription requirements as may be established from time to time.
- 2.4.2. The name(s) of the Customer(s) desiring to use the Service must be set forth in the application or service agreement.
- 2.4.3. Company reserves the right to refuse an application or service agreement under the following circumstances, as set forth in WAC 480-120-061:
- 2.4.3.1. When such service will adversely affect the service to other existing customers;
  - 2.4.3.2. Where the applicant has not complied with state, county, or municipal rules and/or regulations concerning the rendition of service;
  - 2.4.3.3. Where the installation is considered hazardous or of such nature that satisfactory service cannot be given;
  - 2.4.3.4. Where an applicant has not secured all necessary rights of way, easements and permits;
  - 2.4.3.5. Where the applicant has an overdue, unpaid obligation to the Company for the same class of service at the same or different location until the obligation is paid or arrangements satisfactory to the Company;
  - 2.4.3.6. Where the applicant has failed to provide accurate and verifiable information necessary to establish the identify of the applicant until verifiable information is provided; or

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Oregon Telecom, Inc. d/b/a Washington Telecom

**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.4. APPLICATION FOR SERVICE, Continued**

2.4.3., Continued

- 2.4.3.7. Where an applicant is shown to have obtained or retained service from the Company by fraudulent means, including but not limited to false statements of credit references or employment; false statement of premises address; use of an alias or false name with intent to deceive, rotation of service among roommates or persons living together for the purpose of avoiding the debts of one or more of said persons or any other similar fraudulent devices
- 2.4.4. Request for Service under this Price List will authorize Company to conduct a credit search on the Customer. Company reserves the right to refuse Service on the basis of credit history and to refuse further Service due to late payment or nonpayment by the Customer.
- 2.4.5. Where the Customer cancels an application for Service, a cancellation charge may apply as specified elsewhere in this Price List.
- 2.4.6. Company may require an applicant for Service, who intends to use Company's offerings for resale and/or for shared use, to file a letter with Company confirming that the applicant's use of Company's offerings complies with relevant laws and Commission regulations, policies, orders, and decisions.

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**SECTION 2 - RULES AND REGULATIONS, Continued****2.5. LIABILITIES OF THE COMPANY**

- 2.5.1. The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors, or defects in transmission occurring in the course of furnishing service or other facilities, and not caused by the negligence of the Customer, commences upon activation of service and in no event exceeds an amount equivalent to the proportionate charge to the Customer for the period of service during which such mistakes, omissions, interruptions, delays, errors, or defects in transmission occur. Such liability will not be limited by gross misconduct of the Company. In no event will the Company be responsible for consequential damages for lost profits suffered by a Customer or end user as the result of interrupted or unsatisfactory service. For the purpose of computing such amount a month is considered to have thirty (30) days.
- 2.5.2. Company shall not be liable for, and the Company shall be indemnified, defended and held harmless from any and all loss claims, demands, suits, or other action or liability whatsoever, whether suffered, made instituted or asserted by the Customer or by any other party or person, for:
- 2.5.2.1. Acts, omissions, or negligence of other companies when their facilities are used in connection with Company's facilities to provide service, or for the unavailability or any delays in the furnishing of any services or facilities, which are provided by other companies;
- 2.5.2.2. Any defacement or damage to the customer's premises or equipment resulting from the existence of Company's instruments, apparatus and associated wire on such premises, or from the installation or removal thereof, when such defacement or damage is not the result of the negligence of Company, or its employees;

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Oregon Telecom, Inc. d/b/a Washington Telecom

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## SECTION 2 - RULES AND REGULATIONS, Continued

**2.5. LIABILITIES OF THE COMPANY, Continued**

## 2.5.2., Continued

- 2.5.2.3. Failure of performance hereunder due to causes beyond its control, including but not limited to fire, flood, or other catastrophes; Acts of God; atmospheric conditions or other phenomena of nature, such as radiation; any law, order, regulation, directive, order by request of the United States Government, or any other government including state and local governments having any jurisdiction over Washington Telecom or the services provided hereunder; national emergencies, civil disorder, insurrections, riots, wars, strikes, lockouts, work stoppages, or other labor problems or regulations established or actions taken by any court or government agency having jurisdiction over Company;
- 2.5.2.4. Act or omission of any other entity furnishing to the Customer facilities or equipment used with the Service furnished hereunder; nor shall Company be liable for any damages or losses due in whole or in part to the fault or negligence of the Customer or due in whole or in part to the failure of Customer-provided equipment or facilities;
- 2.5.2.5. Liability for failure to provide service or any delays in the furnishing of any services or facilities;
- 2.5.2.6. Any charges or costs incurred by Customer for use of another carrier's services whether caused by failure of Company's equipment or service or otherwise;
- 2.6.2.7. Providing listing information to any Local Exchange Carrier ("LEC") for inclusion in LEC directories. Company is not responsible for publication of any directories. No liability for damages arising from errors and/or omissions of directory listings, or listings obtained from the directory assistance operator shall attach to Company;

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Oregon Telecom, Inc. d/b/a Washington Telecom

**SECTION 2 - RULES AND REGULATIONS, Continued****2.5. LIABILITIES OF THE COMPANY, Continued**

## 2.5.2., Continued

- 2.5.2.8. Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising directly or indirectly from the material, data, information or other content transmitted over Company facilities or the use thereof, claims for infringement of patents arising from combining facilities furnished by Company with, or using the facilities in connection with, apparatus and systems of the Customer and all other claims arising out of any act or omission of the Customer in connection with facilities provided by Company.
- 2.5.2.9. Any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Company or Customer equipment or facilities or Service provided by the Company;
- 2.5.2.10. Any loss, damage, defacement or destruction of the premises of the Customer or any other property, whether owned by the Customer or by others, caused or claimed to have been caused directly or indirectly by the installation, delayed installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of equipment or wiring provided by Company where such installation, operation, failure to operate, maintenance, condition, location or use is not the direct result of Company's negligence;
- 2.5.2.11. For any personal injury to or death of any person or persons;
- 2.5.2.12. Any act or omission of: (1) the Customer, (2) any other entity furnishing Service, equipment or facilities for use in conjunction with Services or facilities provided by the Company, or (3) common carriers or warehousemen;
- 2.5.2.13. Any errors omissions, whether arising through negligence or otherwise, in the information furnished to Directory Assistance.

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Oregon Telecom, Inc. d/b/a Washington Telecom

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**SECTION 2 - RULES AND REGULATIONS, Continued****2.5. LIABILITIES OF THE COMPANY, Continued**

## 2.5.2., Continued

- 2.5.2.14. Any unlawful or unauthorized use of the Company's facilities and Services;
- 2.5.2.15. Breach in the privacy or security of communications transmitted over the Company's facilities;
- 2.5.2.16. Defacement of or damage to Customer premises resulting from the furnishing of Services or equipment on such premises or the installation or removal thereof, when such defacement or damage is not the result of the result of the Company's negligence;
- 2.5.2.17. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;
- 2.5.2.18. Any intentional, wrongful act of a Company employee when such act is not within the scope of the employee's responsibilities for the Company and/or is not authorized by the Company;
- 2.5.2.19. Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this Price List;
- 2.5.2.20. Any non-completion of calls due to network busy conditions;
- 2.5.2.21. Any calls not actually attempted to be completed during any period that service is unavailable.

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**SECTION 2 - RULES AND REGULATIONS, Continued****2.5. LIABILITIES OF THE COMPANY, Continued**

## 2.5.2., Continued

- 2.5.2.22. Service, facilities, or equipment, which the Company does not furnish.
- 2.5.2.23 Any and all other claims arising out of any act or omission of the Customer in connection with any service provided by Company.
- 2.5.3. No agents or employees of connecting, concurring or other participating carriers or companies shall be deemed to be agents or employees of the Company without written authorization.
- 2.5.4. The Company shall not be liable for any damages, including usage charges, that the Customer may incur as a result of the unauthorized use of its communications equipment. The unauthorized use of the Customer's communications equipment includes, but is not limited to, the placement of calls from the Customer's premises and the placement of calls through Customer-controlled or Customer-provisioned equipment that are transmitted or carried over the Company's network services without the authorization of the Customer. The Customer shall be fully liable for all such charges.
- 2.5.5. The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and Service has been discontinued, to a refund of the amount erroneously billed.
- 2.5.6. Unless otherwise provided by Washington state law or Commission rules, any claim of whatever nature against the Company shall be deemed conclusively to have been waived unless presented in writing to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.

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Oregon Telecom, Inc. d/b/a Washington Telecom

**SECTION 2 - RULES AND REGULATIONS, Continued****2.5. LIABILITIES OF THE COMPANY, Continued**

- 2.5.7. The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any installation so provided.
- 2.5.8. The Company shall not be liable for any damages resulting from delays in meeting any service dates due to delays resulting from normal construction procedures. Such delays shall include, but not be limited to, delays in obtaining necessary regulatory approvals for construction, delays in obtaining right-of-way approvals and delays in actual construction work.
- 2.5.9. THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.
- 2.5.10. IN NO EVENT WILL THE COMPANY OR ITS SUPPLIERS BE LIABLE FOR ANY LOST REVENUE, PROFIT, OR DATA, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY ARISING OUT OF THE SERVICES OR THE USE OF OR INABILITY TO USE PRODUCT OR EQUIPMENT EVEN IF THE COMPANY OR ITS SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. In no event shall the Company's or its suppliers' liability to the Customer, whether in contract, tort (including negligence), or otherwise, exceed the price of the Services or equipment paid by the Customer. The foregoing limitations shall apply even if the standard of the Company's warranty or its suppliers fails of its essential purpose.
- 2.5.11. Company shall not be liable for any errors or omissions, whether arising through negligence or otherwise, in the information furnished to Directory Listings or Assistance; and the Customer shall indemnify and save Company harmless against all claims and reasonable attorney's fees) that may arise from the use of such information.

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Oregon Telecom, Inc. d/b/a Washington Telecom

**SECTION 2 - RULES AND REGULATIONS, Continued****2.5. LIABILITIES OF THE COMPANY, Continued**

## 2.5.12. With respect to Directory Listing Service:

- 2.5.12.1. Company does not publish a directory or other similar listing of its Customers. However, Company will arrange for Customers, other than Customers requesting non-published service, to be listed in the directories and directory assistance records of the applicable incumbent local exchange carrier in accordance with the incumbent's listing service tariff schedule, subject to availability of such listing service to Company's Customers.
- 2.5.12.2. In the absence of willful misconduct, Company has no liability for damages arising from errors, mistakes in or omissions of directory listings for which there is no charge, or errors, mistakes or omissions of listings obtainable from the directory assistance operator, including errors in the reporting thereof.
- 2.5.12.3 Company's liability arising from errors or omissions in directory listings for which there is a charge will be limited to the amount of actual impairment to the Customer's Service and in no event will exceed one-half (1/2) the amount of the fixed monthly charges applicable to Service affected during the period covered by the directory in which the error or omission occurs.
- 2.5.12.4 The Subscriber assumes full responsibility for his use of any name as a directory listing, and agrees to hold the Company free and harmless from any claims, loss, damage or liability which may result from the use of such listing. The Company will not undertake to determine the legal, contractual or other right to the use of a name to be listed in any directory.

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Oregon Telecom, Inc. d/b/a Washington Telecom

**SECTION 2 - RULES AND REGULATIONS, Continued****2.5. LIABILITIES OF THE COMPANY, Continued**

## 2.5.12. With respect to Directory Listing Service, Continued:

- 2.5.12.5. As part of providing any private listing or semi-private listing Services, Company will not be liable for failure or refusal to complete any call to such telephone when the call is not placed by dialing a number which includes the number of the party called. Company will try to prevent the disclosure of unpublished listings, but will not be liable in any manner should such a number be divulged.
- 2.5.12.6. When a Customer with a non-published telephone number places a call to the Emergency 911 Service, Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for the Emergency 911 Service. By subscribing to Service under this Price List, the Customer agrees to the release of such information under the above provision.
- 2.5.12.7. A Subscriber holding a non-published number releases, indemnifies and holds harmless the Company from any and all loss, claims, demands, suits or other action or any liability whatsoever, whether suffered, made institute or asserted by the Subscriber or by any other person, caused or claimed to have been caused directly or indirectly by the publication of such number or the disclosure or non-disclosure of said number to any persons.
- 2.5.12.8. A Subscriber holding a non-listed number releases, indemnifies and holds harmless the Company for any and all loss, claims, demands, suites or other action or any liability whatsoever, whether suffered, made, instituted, or asserted by the subscriber or by any other person, caused or claimed to have been caused directly or indirectly by the publication of such number in any publicly distributed directory.

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Oregon Telecom, Inc. d/b/a Washington Telecom

**SECTION 2 - RULES AND REGULATIONS, Continued****2.5. LIABILITIES OF THE COMPANY, Continued**

## 2.5.13. With respect to Emergency Number 911 Service:

- 2.5.13.1 This Price List does not provide for the inspection or constant monitoring of facilities to discover errors, defects malfunctions in the service, nor does Washington Telecom undertake such responsibility.
- 2.5.13.2. 911 service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies.
- 2.5.13.3 Unless otherwise agreed, the Company will provide Customer with the network connection and be responsible for providing the appropriate Public Safety Answering Point ("PSAPs") with automatic line identification (ALI), which includes: the area code, telephone number, name, address, and location information, for one emergency response location per billing telephone number for the DS1 and PRI level service and one emergency response location per billing telephone number per line for the DS0 level of service. Customer will be responsible for providing all other E-911/911 services as required by the Rules, including, but not limited to agreements with, and network or other connection to, the local PSAPs. Customer will maintain the necessary databases and update and transfer the ALI to the appropriate PSAPs. Washington Telecom is not responsible for and will not make any changes or submit updates to E-911/911 databases for any services other than the one emergency response location as set forth above.

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**SECTION 2 - RULES AND REGULATIONS, Continued****2.5. LIABILITIES OF THE COMPANY, Continued**

## 2.5.13. With respect to Emergency Number 911 Service, Continued

- 2.5.13.4. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer, or by any other party or person, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of this service; or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this service. Customer will indemnify and hold harmless the Company, its officers, directors, affiliated companies, employees, agents and subcontractors from all liabilities, claims, or damages arising out of personal injury or death or damage to property related to the provision or failure to provide E-911/911 services
- 2.5.13.5. 911 information, consisting of the names, address and telephone numbers of all telephone Customers is confidential. Washington Telecom will release such information via the Data Management System only after a 911 call has been received, on a call-by-call basis, only for the purpose of responding to an emergency call in progress.
- 2.5.13.6. The 911 calling party, by dialing 911, waives the privacy afforded by non-listed and non-published service to the extent that the telephone number, name and address associated with the originating station location are furnished to the Public Safety Answering Point.
- 2.5.13.7. Neither is the Company responsible for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 service features and the equipment associated therewith, or by any services furnished by the Company, including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 service, and which arises out of the negligence or other wrongful act of the Company, the Customer, its users, agencies or municipalities, or the employees or agents of any one of them.

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**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.5. LIABILITIES OF THE COMPANY, Continued**

2.5.14. The Company's liability and the exclusive remedy of the Customer for damages arising out of or related to the Services will be solely limited to an amount no greater than the amounts paid by Customer to the Company during the term of the services.

**2.6. LIABILITY OF THE CUSTOMER**

2.6.1. General Liabilities of the Customer

2.6.1.1. The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invitees, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.

2.6.1.2. To the extent caused by any negligent or intentional act of the Customer as described in 2.6.1.1. preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorney's fees, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by the Company to any third party pursuant to this or any other tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.

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Oregon Telecom, Inc. d/b/a Washington Telecom

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**SECTION 2 - RULES AND REGULATIONS, Continued****2.6. LIABILITY OF THE CUSTOMER, Continued****2.6.1. General Liabilities of the Customer, Continued**

- 2.6.1.3. The Customer shall not assert any claim against any other Customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this Price List including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this Price List is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.
- 2.6.1.4. The Customer must pay the Company for replacement or repair of damage to the equipment or facilities of the Company caused by the negligent or willful acts of the Customer, Users, or others, by improper use of the Services, or by use of equipment provided by the Customer, Users, or others.
- 2.6.1.5. The Customer must pay for the loss through theft of any Company equipment installed at Customer's premises.

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**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.6. LIABILITY OF THE CUSTOMER, Continued**

2.6.2 Liability of the Customer for Unauthorized Use of the Network

2.6.2.1 Unauthorized Use of the Network

- A. Unauthorized use of the Network occurs when: (1) a person or entity that does not have actual, apparent, or implied authority to use the Network, obtains the Company's Services provided under this Price List; or (2) a person or entity that otherwise has actual, apparent, or implied authority to use the Network, makes fraudulent use of the Network to obtain the Company's Services provided under this Price List, or uses specific services that are not authorized.
- B. The following activities constitute fraudulent use:
1. Using the Network to transmit a message, locate a person, or otherwise give or obtain information, without payment for the service;
  2. Using or attempting to use the Network with the intent to avoid payment, either in whole or in part, of any of the Company's Price Listed charges by either rearranging, tampering with, or making connections not authorized by this Price List to any service components used to furnish the Company's Services or using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices;
  3. Toll free callers using the Network with the intent of gaining access to a Customer's outbound calling capabilities on an unauthorized basis; and

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**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.6. LIABILITY OF THE CUSTOMER, Continued**

2.6.2 Liability of the Customer for Unauthorized Use of the Network, Continued

2.6.2.1 Unauthorized Use of the Network, Continued

B., Continued

4. Using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices to defraud or mislead callers.

C. Customers are advised that use of telecommunications equipment and Services, including that provided under this Price List, carries a risk of various forms of telecommunications fraud (including, but not limited to, toll, PBX, and Centrex "clip-on" fraud perpetrated by Users who gain access to a Customer's facilities, account numbers, security or authorization codes, etc.). Customers should take all necessary steps to restrict access to their facilities, including the equipment and services provided hereunder, and to detect and prevent unauthorized use of the equipment and services provided by the Company under this Price List. Furthermore, Customers must notify the Company in writing of unauthorized use or charges appearing on the Customer's bill. All charges shall be deemed correct and authorized if such notice is not received by the Company within thirty (30) days from the date of issuance of the Customer's bill.

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**SECTION 2 - RULES AND REGULATIONS, Continued****2.6. LIABILITY OF THE CUSTOMER, Continued****2.6.2 Liability of the Customer for Unauthorized Use of the Network, Continued****2.6.2.2. Liability for Unauthorized Use**

- A. Except as provided for elsewhere in this Price List, the Customer is responsible for payment of all charges for Services provided under this Price List. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by Users or other third parties, the Customer's employees, or the public.
- B. The Customer is responsible for payment of all call charges arising from calls placed to a Customer's 800 service number, whether or not such calls are authorized or fraudulent, where the User gains access to the Customer's outbound calling equipment and services.
- C. The Customer is liable for all costs incurred as a result of unauthorized use of the Network, including Service charges and any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages. The Company will take reasonable steps, upon verbal or written notification that fraud has occurred, or is believed to have occurred, to assist the Customer in identifying the nature and/or source of the fraud, and in terminating the fraudulent use of the Customer's service. The Company will also assist the Customer in facilitating changes in phone number, and assist the Customer in identifying perpetrator(s) of the fraud for purposes of pursuing civil remedies.
- D. The Customer is responsible for payment of any charges related to the suspension and/or termination of Service, and any charges for reconnection of Service, incurred as a result of unauthorized use of the Network.

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**SECTION 2 - RULES AND REGULATIONS, Continued****2.6. LIABILITY OF THE CUSTOMER, Continued**

## 2.6.2 Liability of the Customer for Unauthorized Use of the Network, Continued

## 2.6.2.3. Liability for Calling Card Fraud

- A. The Customer is liable for the unauthorized use of the Network obtained through the fraudulent use of a Calling Card, provided that the unauthorized use occurs before the Company has been notified.
- B. The Customer must give the Company notice that unauthorized use of a Calling Card has occurred or may occur as a result of loss, theft or other reasons. For the purposes of this section, "notice" occurs when the Company receives a written confirmation that unauthorized use of a Company Calling Card has occurred or may occur as a result of loss, theft or other reasons.
- C. The limitations on Customer liability in this subsection shall not apply to pre-paid or debit cards.

## 2.6.2.4. Liability for Credit Card Fraud

The Customer is liable for the unauthorized use of the Network obtained through the fraudulent use of a Credit Card. The liability of the Customer for unauthorized use of the Network by Credit Card fraud may be limited by state or federal law, and the Customer shall seek indemnification from the organization or company issuing such card for unauthorized use thereof.

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**SECTION 2 - RULES AND REGULATIONS, Continued****2.7. PROVISION OF EQUIPMENT AND FACILITIES**

- 2.7.1. The Company will use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities installed by the Company, except upon prior written consent by the Company.
- 2.7.2. The Company will not be responsible for the installation, operation or maintenance of any Customer-provided communications equipment. Where Customer-provided and/or provisioned equipment is connected to the facilities furnished under this Price List, the responsibility of the Company will be limited to the furnishing of facilities offered pursuant to this Price List. Beyond this responsibility, the Company will not be responsible for:
- 2.7.2.1. the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
  - 2.7.2.2. the reception of signals by Customer-provided equipment; or
  - 2.7.2.3. network control signaling when performed by Customer-provided network control signaling equipment.
- 2.7.3. At the request of the Customer, installation or maintenance may be performed outside of the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material or other costs incurred by or charged by the Company will apply. If installation or maintenance is started during regular business hours, but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays and/or night hours, additional charges may apply.

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**SECTION 2 - RULES AND REGULATIONS, Continued****2.7. PROVISION OF EQUIPMENT AND FACILITIES, Continued**

- 2.7.4. Company shall not be responsible to the Customer or any other person or entity if changes in the criteria, or in any of Company's facilities, operations or procedures render Customer provided facilities obsolete or cause Customer-provided facilities to require modification or alteration, or otherwise affect the use or performance of Customer-provided facilities. Where it is reasonably foreseeable to Company that such changes may affect Customer-provided facilities, Company shall provide reasonable notice.
- 2.7.5. Unless otherwise specified in this Price List, the Company will provide facilities for Services to the Demarcation Point on the property where the Customer is served. Customer or property owner is responsible for the installation, functionality, operation, and maintenance of all facilities on the Customer side of the Demarcation Point.
- 2.7.6. Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this Price List. Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer except as provided by contract.
- 2.7.7. Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided to the Customer.
- 2.7.8. Facilities furnished by Company remain the property of Company until transferred or abandoned.

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**SECTION 2 - RULES AND REGULATIONS, Continued****2.8. CUSTOMER RESPONSIBILITIES**

- 2.8.1. Customer shall be responsible for the payment of all charges for service provided under this Price List, and for payment of all excise, sales, use, excise, franchise, access, universal service, 911 service, handicapped services or other similar taxes that may be levied by a governing body or bodies in conjunction with or as a result of the service furnished under this Price List.
- 2.8.2. Customer shall be responsible for informing the Company of any billing dispute within ninety (90) days of the due date of the bill, unless Commission rules, regulations or Washington State law indicates otherwise.
- 2.8.3. The Customer is responsible for compliance with applicable regulations set forth in this Price List.
- 2.8.4. The Customer is responsible for establishing its identity as often as necessary during the course of the call or when seeking credits from the Company.
- 2.8.5. Customer shall provide and maintain at its own expense terminal equipment on the Customer's premise and the electric power consumed by such equipment. The Customer is responsible for the provision of wiring or cable to connect its terminal equipment to the Company's Point of Connection.
- 2.8.6. The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltage and currents impressed on Company-provided equipment and wiring by the connection, operations, or maintenance of such equipment and wiring shall be such as not to cause damage to Company-provided equipment and wiring or injury to Washington Telecom's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by Company at the Customer's expense.
- 2.8.7. In the event Company incurs fees or expenses, including attorney's fees, to collect; or attempt to collect, any charges owed Company by Customer, including charges alleged to have resulted from fraud or abuse of Customer's service, the Company shall charge Customer all such fees and expenses, including Company's reasonable attorney's fees, incurred to collect or to attempt to collect its charges, and Company shall be entitled to recover such fees or expenses irrespective of whether it prevails in any legal action brought to collect its charges.

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**SECTION 2 - RULES AND REGULATIONS, Continued****2.8. CUSTOMER RESPONSIBILITIES, Continued**

- 2.8.8. The Customer agrees to return to the Company within five (5) days of termination of service all Company-provided equipment. All returned equipment must be in the same condition as when delivered to the Customer by the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.
- 2.8.9. In accordance with the "filed tariff doctrine," as established by judicial and regulatory decisions and precedents, Customer shall pay all charges due and owing irrespective of any claims of loss, liability, set off, damages, or other claims against Company to which Customer may claim to be entitled. Unless provided otherwise in this Price List, by Washington State law or by Commission Regulations, the duty to pay such charges shall arise upon the demand for payment by Company and shall not be delayed or deferred by the commencement of any legal or equitable action by either Customer or Company in connection with such charges incurred under this Price List.
- 2.8.10. The Customer is responsible for damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer or of any User; or by the noncompliance by the Customer or any User, with these regulations; or by fire or theft or other casualty on the Customer Premises or the premises of any User, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- 2.8.11. The Customer is responsible for providing, at no charge, as specified from time to time by the Company, any needed equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- 2.8.12. The Customer is responsible for obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide Services to the Customer from the cable building entrance or property line to the location of the building equipment space. Any and all costs associated with the obtaining and maintaining rights-of-way described herein, including the costs of altering the structure to permit installation of the Company provided facilities, shall be borne entirely by, or may be charged by the Company, to the Customer. The Company may require the Customer to demonstrate its compliance with this Section prior to accepting an order for service.

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**SECTION 2 - RULES AND REGULATIONS, Continued****2.8. CUSTOMER RESPONSIBILITIES, Continued**

- 2.8.13. The Customer is responsible for providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g., friable asbestos) prior to any construction or installation work;
- 2.8.14. The Customer is responsible for complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the locations of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under other provisions of this Price List; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing facilities or equipment of the Company;
- 2.8.15. The Customer is responsible for not creating, or allowing to be placed, any liens or other encumbrances on the Company's equipment or facilities;
- 2.8.16. The Customer is responsible for making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes;

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**SECTION 2 - RULES AND REGULATIONS, Continued****2.8. CUSTOMER RESPONSIBILITIES, Continued**

- 2.8.17. The Customer shall be responsible for making arrangements or obtaining permission for safe and reasonable access for Company employees or agents of the Company, at times mutually acceptable to Company and Customer, to enter the premises of the Customer or any joint user or Customer of the Customer at any reasonable hour for the purpose of inspecting, repairing, testing or removing any part of the Company's facilities, without charge to the Company;
- 2.8.18. The Customer is responsible for notifying Company of any interruptions of or other trouble with the service.
- 2.8.19. The Customer is responsible for placing any necessary orders; for complying with Price List regulations; for the placement of any stickers or tent cards provided by the Company or as required by law; and for assuring that Users comply with Price List regulations. The Customer shall ensure compliance with any applicable laws, regulations, orders or other requirements (as they exist from time to time) of any governmental entity relating to Services provided or made available by the Customer to Users. The Customer is also responsible for the payment of charges for calls originated at the Customer's numbers which are not collect, third party, calling card, or credit card calls.
- 2.8.20. The Customer is responsible for compliance with applicable regulations set forth in this Price List.
- 2.8.21. The Customer is responsible for charges incurred for special construction and/or special facilities that the Customer requests and which are ordered by the Company on the Customer's behalf.

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**SECTION 2 - RULES AND REGULATIONS, Continued****2.8. CUSTOMER RESPONSIBILITIES, Continued**

- 2.8.22. The Customer shall ensure that the equipment and/or system is properly interfaced with Company facilities or Services, that the signals emitted into the Company's Network are of the proper mode, bandwidth, power, and signal level for the intended use of the Customer and in compliance with the criteria set forth in this Price List, and that the signals do not damage equipment, injure personnel, or degrade Service to other Customers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, the Company will permit such equipment to be connected with its channels without use of protective interface devices.

If the Customer fails to maintain the equipment and/or the system properly, with resulting imminent harm to Company equipment, personnel, or the quality of Service to other Customers, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written, terminate the Customer's Service.

- 2.8.23. The Customer is responsible for paying for the loss through theft of any Company equipment installed at Customer's premises.

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**SECTION 2 - RULES AND REGULATIONS, Continued****2.9. ESTABLISHMENT OF CREDIT**

- 2.9.1. Company, in order to ensure payment of its charges for Service or for loss of or damage to Company property, will require Applicants and Customers to establish and maintain credit. The establishment or re-establishment of credit as provided in this Section does not relieve an applicant or Customer from compliance with other provisions of this Price List as to the payment of bills and in no way modifies the Sections regarding disconnection and termination of Service for failure to pay bills due for Service furnished.
- 2.9.2. Application for Service under this Price List will authorize Company to conduct a credit search on the Customer. Company reserves the right to refuse Service on the basis of credit history.
- 2.9.3. Company may require any applicant or Customer to establish credit in one of the following ways, pursuant to WAC 480-120-122 and WAC 480-120-123:
- 2.9.3.1. Nonresidential applicants or Customers must provide information pertinent to the applicant's or Customer's credit standing that meets the Company's criteria for satisfactory credit;
- 2.9.3.2. Applicants or Customers of residential interexchange service must provide information pertinent to the applicant's or Customer's credit standing that meets the Company's criteria for satisfactory credit;

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**SECTION 2 - RULES AND REGULATIONS, Continued****2.9. ESTABLISHMENT OF CREDIT**

## 2.9.3., Continued

2.9.3.3. Applicants or Customers of residential local exchange services may demonstrate satisfactory credit by demonstrating any one of the following, provided the applicant or Customer is not subject to a deposit requirement as stated elsewhere in this Price List:

- A. Prior residential service with the Company during the previous twelve months for at least six consecutive months during which service was rendered and was not disconnected for failure to pay, and no more than one delinquency notice was served upon the Customer during the six-month period;
- B. Prior residential service with any telecommunications company with a satisfactory payment record as demonstrated in 1 above and the applicant provides the necessary information to substantiate the assertion, either via 1) a letter from the previous telecommunications company or 2) verification of credit from the previous telecommunications company;

Applicants that cannot demonstrate satisfactory credit must provide a deposit as set forth in Section 2.10 of this Price List.

2.9.4. To safeguard its interests, Company may require a Customer to make an advance payment before Services are furnished. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one (1) month's recurring charges for the Service. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated nonrecurring charges for the special construction and recurring charges for a period to be set between Company and the Customer (if any). The advance payment will be credited to the Customer's initial bill. An advance payment may be required in addition to a deposit.

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**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.9. ESTABLISHMENT OF CREDIT, Continued**

2.9.5 As provided in WAC 480-120-124, in the event a residential applicant or customer cannot establish credit or cannot pay a deposit or deposit extended payments, the Company will accept the pledge of a guarantor on behalf of the applicant or customer for specified amount not to exceed the deposit that would have been assessed, PROVIDED the guarantor (1) is a resident of the State of Washington, (2) is a customer of the Company, and (3) has established a satisfactory payment history for each class of service being guaranteed.

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**SECTION 2 - RULES AND REGULATIONS, Continued****2.10. DEPOSITS**

- 2.10.1. Company reserves the right to require Customer to make a deposit to guarantee payment of charges, pursuant to the provisions of WAC 480-120-122 and WAC 480-120-123.
- 2.10.2. The amount of the deposit will not exceed two (2) months' customary use for an applicant or a customer with previous verifiable service of the same class, or two (2) month's estimated use for an applicant or a customer without previous verifiable service. Customary use is calculated using charges for the previous three months' service.
- 2.10.3. Deposits may be applied against any bills owed by Customer to Company for service rendered hereunder to the extent that such bill(s) are unpaid more than thirty (30) days after the bill date.
- 2.10.4. Interest on deposits held shall be accrued, pursuant to WAC 480-120-128(2), at the rate for the one-year Treasury Constant Maturity calculated by the U.S. Treasury, as published in the Federal Reserve's Statistical Release H.15 on January 15 of that year. If January 15 falls on a non-business day, the Company will use the rate posted on the next following business day. Interest shall be computed from the time of deposit to the time of refund or total application of the deposit and shall be compounded annually.
- 2.10.5. Upon service discontinuance, Company will refund Customer deposit to the extent that it exceeds any unpaid charges for service to Customer.
- 2.10.6. The unused portion of a deposit and accrued interest will be refunded if Customer has demonstrated its credit worthiness for a period of twelve (12) months after tender of such deposit.
- 2.10.7. Refunding or crediting of Customer's deposit and accrued interest in no way relieves Customer from complying with all terms and conditions contained in Company's Price List or for tendering payments when due.

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**SECTION 2 - RULES AND REGULATIONS, Continued****2.11. MINIMUM SERVICE PERIOD**

2.11.1. The minimum service period (Initial Service Term) is one month (30 days). The Customer must pay the regular Price Listed rate for the service the Customer subscribes to for the minimum period of service. If a Customer disconnects service before the end of the minimum service period, that Customer is responsible for paying early termination fees as set forth below. When the service is moved within the same building, to another building on the same premises, or to a different premises entirely, the period of service at each location is accumulated to calculate if the Customer has met the minimum period of service obligation.

Company may charge Customer an early termination fee if Customer terminates the Services hereunder prior to the end of the Initial Service Term, as follows:

2.11.1.1 If Customer terminates the Services prior to the Installation Date, Company may charge Customer an early termination fee equal to all nonrecurring charges, installation and/or special construction charges, whether previously waived or not; or

2.11.1.2 If Customer terminates the Services after the Installation Date but at any time prior to the end of the Initial Services Term, Company may charge Customer an early termination fee equal to: 50% of the total monthly recurring charge for the remainder of the Initial Services Term plus any unpaid installation and/or special construction charges, whether previously waived or not, and all disconnection fees or costs (less amounts already paid); or

2.11.1.3 If Customer terminates or cancels a portion of the Services provided under this Price List prior to the end of the Initial Services Term, Company may charge Customer an early termination fee equal to all disconnection costs incurred by Company, all nonrecurring charges, installation and/or special construction charges related to the specific Services whether previously waived or not.

2.11.2. If service is terminated before the end of the minimum period of service as a result of condemnation of property, damage to property requiring the premises to be abandoned, or by the death of the Customer, the Customer is not obligated to pay for service for the remainder of the minimum period.

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Washington Price List No. 4

ORIGINAL SHEET No. 60

Oregon Telecom, Inc. d/b/a Washington Telecom

**SECTION 2 - RULES AND REGULATIONS, Continued****2.12. PAYMENTS AND BILLING**

## 2.12.1. General Payment Regulations

- 2.12.1.1. Charges for service are applied on a recurring basis. Service is provided and billed on a monthly (30 day) basis. The billing date is dependent on the billing cycle assigned to the Customer. Service continues to be provided until canceled by the Customer pursuant to Section 2.13.
- 2.12.1.2. The Customer is responsible for the payment of all charges for services furnished to the Customer once service is activated. The Customer also is responsible for payment of all taxes and surcharges applicable to the services.
- 2.12.1.3. Billing for local services will be rendered monthly in advance. Company bills will conform to the provisions of WAC 480-120-161.
- 2.12.1.4. Customer will be billed and is responsible for payment of applicable local, state and federal taxes assessed in connection with the services used.
- 2.12.1.5. Customer shall be liable for all accrued local charges, directory charges, long distance charges and other charges arising prior to the Cutover Date, and shall pay Company for any such charges which may be assessed against Company under the terms of any assignment, assumption and consent agreement.
- 2.12.1.6. Billing will be payable upon receipt and deemed past due if not paid by the Payment Due Date (a minimum of fifteen (15) days from the date of mailing) as set forth on the invoice.
- 2.12.1.7. In the event that Company must employ the services of attorneys for collection of charges due under this Price List, Company shall be permitted to recover all the costs of collection, including a reasonable attorney's fees.

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Oregon Telecom, Inc. d/b/a Washington Telecom

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**SECTION 2 - RULES AND REGULATIONS, Continued****2.12. PAYMENTS AND BILLING, Continued**

## 2.12.2. Late Payment Fee

2.12.2.1. Customer will be liable for late fees on payments received after due date in the amount of 1.5% or the maximum amount allowed by law.

2.12.2.2. The late payment fee will be applied to all undisputed amounts previously billed under this Price List, except taxes Company is required by law to levy on a Customer, including arrears and unpaid late payment charges.

2.12.2.3. Late payment charges do not apply to those portions (and only those portions) of unpaid balances that are associated with disputed amounts. Undisputed amounts on the same bill are subject to late payment charges if unpaid and carried forward to the next bill.

2.12.2.4. Late payment charges do not apply to final accounts.

## 2.12.3. Payment by Checks

2.12.3.1. When a check which has been presented to the Company by a Customer in payment for charges is returned by the bank, the Customer shall be responsible for the payment of a returned check charge as set forth in Sections 3.4.2.6, 3.5.1.5 and 3.5.2.7 of this Price List.

## 2.12.4. Overpayments

2.12.4.1. The Company shall refund overpayments to the Customer retroactive to such time as the overpayment was applied or to the time such overpayment can be documented either by the Company or the Customer.

2.12.4.2. If agreed to by the Customer, credit for the overpayment will be provided on the next regular Company bill.

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**SECTION 2 - RULES AND REGULATIONS, Continued****2.12. PAYMENTS AND BILLING, Continued**

## 2.12.5. Back Billing

2.12.5.1. Any person or entity which uses, appropriates or secures the use of services from Company, whether directly or indirectly, in any unlawful manner or through the providing of any misleading or false information to Company and which uses are inconsistent with the stated uses, intents, and purposes of this Price List or any restriction, conditions, and limitations stated herein, shall be liable for an amount equal to the accrued and unpaid charges that would have been applicable to the use of Company's services actually made by Customer.

2.12.5.2. The Company reserves the right to back bill the Customer for charges not previously billed to the Customer because of Company error. The Company may back bill for charges incurred over a period of time in the past consistent with Washington state law or Commission rules and regulations.

## 2.12.6. Customer Complaints and Billing Disputes

2.12.6.1. A Customer or prospective customer may initiate a complaint or dispute with the Company on any relevant matter by telephone, at (888) 588-1888, in person or in writing directed to Customer Service, Oregon Telecom, Inc. d/b/a Washington Telecom, P.O. Box 4333, Salem, Oregon 97302, or via electronic mail at customerservice@oregontelecom.com. Company's response to the complaint will generally be in the same form used by the Customer.

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Oregon Telecom, Inc. d/b/a Washington Telecom

**SECTION 2 - RULES AND REGULATIONS, Continued****2.12. PAYMENTS AND BILLING, Continued**

## 2.12.6. Customer Complaints and Billing Disputes, Continued

2.12.6.2. The Company will treat any Customer complaint or dispute in a manner consistent with WAC 480-120-165, 166, and 167; specifically:

- A. The Company will promptly investigate disputes and complaints, promptly report the results to the Customer, and promptly take corrective action, if necessary;
- B. The Company will inform Customers that remain dissatisfied with the Company's initial decision or explanation that the Customer has the right to have the problem considered and acted upon by a supervisor. Company personnel will inform the Customer of the name and telephone number of the supervisor; and
- C. The Company will inform Customers that remain dissatisfied after a supervisor's review of the dispute that the Customer may apply to the Commission for resolution.

2.12.6.3. In the event the Customer disputes any charges billed by the Company, Customer must make payment of all undisputed amounts or the Service will be subject to disconnection if Company has notified Customer by written notice of such delinquency and impending termination. Customer should submit to Company an itemized statement in writing identifying the disputed charges and reasonably explaining the basis of the dispute. Customer's explanation must be received by Company within ninety (90) days of the payment due date of the disputed bill.

2.12.16.4. Company shall resolve billing disputes in a timely manner and determine whether any billing adjustment should be made to the Customer's account. In making such determination, Company will consider all relevant and credible information provided by Customer as well as other information reasonably available to Company. The burden of proof to establish any right to billing adjustments in Customer's favor shall be solely upon Customer.

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ORIGINAL SHEET No. 64

Oregon Telecom, Inc. d/b/a Washington Telecom

**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.12. PAYMENTS AND BILLING, Continued**

2.12.6. Customer Complaints and Billing Disputes, Continued

2.12.6.5. If objection to the Company's bill is not received by the Company within ninety (90) days of the payment due date of the disputed bill, the items and charges appearing thereon shall be determined to be correct and binding upon the Customer. A bill will not be deemed correct and binding upon the Customer if the Company has records on the basis of which an objection may be considered, or if the Customer has in his or her possession such Company records.

2.12.6.6. The Customer may pay the disputed portion of the bill, subject to reimbursement.

2.12.6.7. The address and telephone numbers of the Commission are:

Washington Utilities and Transportation Commission

1300 South Evergreen Park Drive S.W.

P.O. Box 47250

Olympia, WA 98504-7250

Telephone: (360) 664-1160

(800) 562-6150 (Within Washington)

(360) 664-1126 – (Outside area)

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Oregon Telecom, Inc. d/b/a Washington Telecom

**SECTION 2 - RULES AND REGULATIONS, Continued****2.13. INTERRUPTION OF SERVICE**

- 2.13.1. The Company will follow the Commission's rules (WAC 480-120-412) in the case of major outage and/or service interruption.
- 2.13.2. For the purpose of applying this provision, the word "interruption" will mean the inability to complete calls either incoming or outgoing or both due to equipment malfunction or human errors. "Interruption" does not include, and no allowance will be given for, service difficulties such as slow dial tone, circuits busy or other network and/or switching capacity shortages.
- 2.13.3. All reported interruptions of service will be restored within two working days, excluding Sundays and holidays, except those caused by emergency situations, unavoidable catastrophes and force majeure.
- 2.13.4. Credit allowance for interruptions of service which are not due to Company's testing or adjusting, to the negligence of the customer, to the failure of channels, equipment and/or communications equipment provided by the Customer or to circumstances beyond the Company's control, including force majeure, are subject to the general liability provisions set forth in Section 2.5, herein. It shall be the obligation of the Customer to notify Company of any interruptions of service. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission of the Customer, not within the Customer's control.
- 2.13.5. No credit allowances will be allowed for an interruption of services for continuous duration of less than twenty-four (24) hours, and then for every full twenty-four (24) hours thereafter;
- 2.13.6. The subscriber shall only be credited for interruptions exceeding the first twenty-four (24) hours, and then for every full twenty-four (24) hour period thereafter until the interruption is resolved. The Customer shall be given a pro rata credit for the twenty-four (24) hour periods of disrupted service. The pro rata credit shall be calculated as the monthly cost of service (calculated on a thirty (30) day month) divided by thirty (30), then multiplied by the number of twenty-four (24) hour periods without service.

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Oregon Telecom, Inc. d/b/a Washington Telecom

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**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.14. RESTORATION OF SERVICE**

2.14.1. The use and restoration of service in emergencies shall be in accordance with WAC 480-120-412.

2.14.2. When a Customer's service has been disconnected in accordance with this Price List and applicable Commission rules and regulations, and the service has been terminated through the completion of a Company service order, service will be restored only upon the basis of application for new service.

**2.15. CANCELLATION BY CUSTOMER**

2.15.1. The Customer may discontinue service pursuant to the provisions of WAC 480-120-171.

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ORIGINAL SHEET No. 67

Oregon Telecom, Inc. d/b/a Washington Telecom

**SECTION 2 - RULES AND REGULATIONS, Continued****2.16. CANCELLATION BY COMPANY**

2.16.1 Pursuant to WAC 480-120-172(1) and (2), the Company may discontinue service to the Customer without notice or without further notice for the following reasons:

- 2.16.1.1 tampering with the Company's property;
- 2.16.1.2 using service through an illegal connection;
- 2.16.1.3 unlawfully using service or using service for unlawful purposes; or
- 2.16.1.4 obtaining service in another false or deceptive manner.
- 2.16.1.5 vacating the premises, to which services were provided, without informing the Company;
- 2.16.1.6 paying a delinquent balance in response to a delinquency notice with a check or electronic payment that is subsequently dishonored by the bank or other financial institution it is drawn upon; or
- 2.16.1.7 failing to keep and maintain payment arrangements agreed upon between the Customer and the Company.

2.16.2 Pursuant to WAC 480-120-172(2)(b), the Company will restore service that has been disconnected pursuant to section 2.16.1 above, once the Customer has corrected the underlying reason for the disconnection. Pursuant to WAC 480-120-172(2)(c), the Company may require a deposit for restoration of service in accordance with section 2.10 of this Price List.

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Oregon Telecom, Inc. d/b/a Washington Telecom

**SECTION 2 - RULES AND REGULATIONS, Continued****2.16. CANCELLATION BY COMPANY, Continued**

2.16.3 Pursuant to WAC 480-120-172(3), the Company, after providing the Customer with proper notice, will discontinue service if and only if the following reasons are met.

2.16.3.1 The Company determines that the Customer has used Customer-owned-equipment that adversely affects the Company's service to its other customers;

2.16.3.2 The Company determines the Customer has not paid regulated charges or has not paid a deposit as provided in this Price List with this Company, except for non-payment of charges incurred from information delivery services as provided in WAC 480-120-254 or disputed third-party billed charges;

2.16.3.3 The Company is unable to substantiate the identity of the individual requesting service; provided that the Company will allow a person to substantiate his/her/its identity with at least a current Washington State driver's license or with another piece of picture identification from a list of four Company approved forms of identification. The Company will provide a cost free means to substantiate identification;

2.16.3.4 The Company determines that the Customer has received service from the Company by providing false information, including false statements of credit references or employment, false statement of premises address, use of an alias or false name with the intent to deceive the Company, or rotation of service among roommates or persons living together for the purpose of avoiding the debts of one or more person; or

2.16.3.5 The Company determines that the Customer is receiving service at an address where a former customer is known to reside with an overdue, unpaid prior obligation to the Company for the same class of service at that address and there is evidence that the applicant lived at the address while the overdue, unpaid prior obligation was incurred and helped incur the obligations.

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Oregon Telecom, Inc. d/b/a Washington Telecom

**SECTION 2 - RULES AND REGULATIONS, Continued****2.16. CANCELLATION BY COMPANY, Continued**

- 2.16.4 Pursuant to WAC 480-120-172(4), and except as provided above, the Company will discontinue or restrict service only under the following circumstances.
- 2.16.4.1 The Company will discontinue basic service only for the Customer's nonpayment of basic service charges.
- 2.16.4.2 The Company will discontinue ancillary services only for the Customer's nonpayment of ancillary charges OR if the Company has discontinued basic service in accordance with this Price List or Washington State law and/or regulation.
- 2.16.4.3 The Company will discontinue interexchange access only for the Customer's nonpayment of interexchange charges OR if the Company has discontinued basic service in accordance with this Price List or Washington State law and/or regulation.
- 2.16.4.4 The Company, at its own discretion, may permit a Customer access to toll-free numbers when the Customer's interexchange access service is discontinued or restricted.
- 2.16.5 The Company (before or after disconnection of residential basic service pursuant to WAC 480-120-170(2) through (4)) will either postpone complete service disconnection or reinstate toll-restricted basic service for five (5) business days upon receipt from the Customer of either oral or written notice of a medical emergency. The Company will comply with the provisions of WAC 480-120-172(6)(a) with respect to medical emergencies. The postponement of service disconnection under WAC 480-120-172(6) does not relieve the Customer from their obligation to pay delinquent and/or ongoing charges.

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Oregon Telecom, Inc. d/b/a Washington Telecom

**SECTION 2 - RULES AND REGULATIONS, Continued****2.16. CANCELLATION BY COMPANY, Continued**

- 2.16.6 Except as provided in Section 2.16.1, the Company will mail to the Customer, via first class mail, written notification of discontinued service at least eight (8) business days prior to discontinuance or disconnection of service. The notice shall include the following information in conformance with the provisions of WAC 480-120-172(7)(a):
- 2.16.6.1 a discontinuation date that is not less than eight (8) business days after the date the notice is mailed;
  - 2.16.6.2 the amount(s) owing for service that is subject to discontinuation or restriction;
  - 2.16.6.3 a statement that clearly indicates the amount the Customer must pay in order to maintain basic service or restricted service, regardless of the full amount owed by the Customer;
  - 2.16.6.4 instructions on how to correct the problem to avoid discontinuation of service;
  - 2.16.6.5 information about any discontinuation or restoration charges that may be assessed;
  - 2.16.6.6 information about how the Customer can avoid discontinuation of service under the medical emergency provisions of this Price List, sectionsection2.16.8 through 2.16.12, above; and
  - 2.16.6.7 the Company's name, address, toll-free number, and TTY number for the Customer to contact the Company to discuss pending discontinuation of service.
- 2.16.7 Except as provided in WAC 480-120-172(7) and Section 2.16.1, above, the Company will provide the Customer with personal notice of its intent to discontinue service as follows:
- 2.16.7.1 The Company will attempt at least two (2) personal contacts with the Customer via telephone during regular business hours. The Company will use all telephone numbers disclosed by the Customer as contact numbers.
  - 2.16.7.2 Except in the case of danger to life or property, the Company will not discontinue service on days that it is not fully staffed to discussed discontinuation and reestablish service to the Customer on the same or following day.

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Oregon Telecom, Inc. d/b/a Washington Telecom

**SECTION 2 - RULES AND REGULATIONS, Continued****2.16. CANCELLATION BY COMPANY, Continued**

2.16.8 Pursuant to WAC 480-120-172(12), the Company will not discontinue service while a customer billing dispute is pending before the Commission PROVIDED that the Customer pays all amounts of any bill due that is not in dispute and the customer corrects any conditions posing a danger to health, safety and/or property. FURTHER, the Company will seek authorization from the Commission for discontinuance of service while a dispute is pending when the Customer's toll charges substantially exceed the amount of deposit on hand, exceed customary use, and it appears that the Customer may incur excessive and uncollectable toll charges while the dispute is pending. The Customer may maintain service subject to authorized disconnection upon payment of outstanding toll charges, subject to refund if the dispute is resolved in favor of the Customer.

**2.17. NOTICES AND COMMUNICATIONS**

- 2.17.1. The Customer shall designate on the service order an address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company's bills for services shall be mailed.
- 2.17.2. The Company shall designate on the service order an address to which the Customer shall mail or deliver all notices and other communications, except that the Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 2.17.3. All notices or other communications required to be given pursuant to this Price List will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.17.4. The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

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Oregon Telecom, Inc. d/b/a Washington Telecom

**SECTION 2 - RULES AND REGULATIONS, Continued****2.18. INTERCONNECTION**

2.18.1. Company reserves the right to interconnect its services with those of any other Common Carrier or alternate service provider and to utilize such services concurrently with its own facilities for the provision of Service(s) offered in this Price List.

**2.19. TAX ADJUSTMENT**

2.19.1. The Company concurs with the Municipal Utility Occupation tax schedules of each Local Exchange Company Price List in the State of Washington to the extent those local taxes are both current and applicable to the services the Company provides. This amount will be listed as a separate line item on the Customer's bill.

2.19.2. In municipalities that impose a utility occupation tax on gross revenues or gross income from the "telephone business", but which exclude charges that are passed on to Customers to compensate for the cost of the municipal tax, the effective rate for billing will be the ordinance tax rate. This rate will be applied to the telephone business revenues as defined in the ordinance.

2.19.3. In municipalities that impose a utility occupation tax on gross revenues or gross income from the "telephone business" and which do not exclude charges that are passed on to Customers to compensate for the cost of the municipal tax, the effective rate for billing will be determined by dividing the ordinance tax rate by one minus the ordinance tax rate ( $R/(1-R)$ ). The rate determined will be applied to telephone business revenues as defined in the ordinance.

2.19.4. In municipalities that include toll revenues within the definition of "telephone business", the applicable effective rate for billing will be applied to 100% (unless a lower percentage is specified in the ordinance) of the charges for sent-paid and received-collect intrastate toll messages billed to Customers within these municipalities.

2.19.5. In municipalities that impose a tax on specific telephone company revenues, such as, but not limited to, toll or miscellaneous revenues, the effective rate for billing will be equal to the ordinance rate, or where miscellaneous revenues are taxed, the ordinance rate divided by one, minus the ordinance rate ( $R/(1-R)$ ). The applicable billing rate will be applied to the specific telephone company revenues enumerated in the ordinance, but will not be applied to any such revenues that constitute "competitive telephone service" as defined in RCW 82.19.010.

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**SECTION 3 – WASHINGTON TELECOM LOCAL EXCHANGE SERVICE****3.1. DESCRIPTION OF SERVICE**

- 3.1.1. Local Exchange Service may be offered to Customers in locations that Company determines are feasible, and for which it receives the necessary approvals from the Commission or other state regulatory bodies. Company may offer such services via one or more of the following: resale, leased or owned facilities. In addition to dial tone, Company will provide the features described below.
- 3.1.2. Local Exchange Service is telephone service that allows Customers to originate calls from the Customer location to locations within the Customer's local calling area. In addition the Customer may originate long distance calls that are routed to appropriate long distance carrier. The Customer may also receive calls that originate either within local service area or from other locations worldwide.
- 3.1.3. The Company provides services through its own Facilities or through the local exchange carrier or alternative carriers. Depending on the Customer's needs, they have a choice of features to which they can subscribe as set forth in this tariff. The Company also provides access to interexchange Service by resale of service from interexchange carriers.
- 3.1.4. Local Service provides the Customer with touch tone, voice-grade telecommunications services that can be used to place or receive calls. The Customer may place calls to any local calling station in the local calling area. Additionally, subject to availability, the Customer may access certain features, including, operator services, directory assistance, enhanced 911 (where available to Company), custom calling features, including voice mail (where available) and telecommunications relay services. The Customer may also place calls to toll-free numbers where equipment allows.

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Oregon Telecom, Inc. d/b/a Washington Telecom

**SECTION 3 – WASHINGTON TELECOM LOCAL EXCHANGE SERVICE, Continued****3.1. DESCRIPTION OF SERVICE, Continued**

- 3.1.6. Business Service is provided to any location where activities are of a business, trade, or professional nature. Business service is also provided to schools, hospitals, libraries, churches, lodges, and other similar institutions.
- 3.1.7. Timing of calls begins when the called station is answered, as determined by standard industry methods generally in use for ascertaining answer, including hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. The Company does not bill for incomplete calls.
- 3.1.8. Specific service descriptions may be found in Qwest Corporation's Tariff, GTE Northwest Incorporated's Tariff No. WN U 17, and Verizon's Washington Price List currently on file with the Commission.

**3.2. APPLICATION OF RATES**

- 3.2.1. The rates for Local Exchange Service are subject to the conditions set forth herein and the Rules and Regulations governing provision of service in Section 2 of this Price List.
- 3.2.2. The Local Exchange Service Rates are for service only and do not include any terminal equipment beyond the point of demarcation.
- 3.2.3. The rates applicable to Local Exchange Service are composed of a Line Access Rate component plus (where applicable) an Extended Area Service (EAS) component.
- 3.2.4. Extended Area Service (EAS) is a premium-type service offering made by Washington Telecom to certain exchanges, under specific conditions. The EAS charge will be equivalent to the charge of the incumbent LEC in the given serving area.
- 3.2.5. In addition to service offered with this Local Exchange Service Section, Washington Telecom shall also offer individually priced services subject to Washington Statute Section 237.071. Individually priced services shall be established in a non-discriminatory manner.

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Oregon Telecom, Inc. d/b/a Washington Telecom

**SECTION 3 – WASHINGTON TELECOM LOCAL EXCHANGE SERVICE, Continued****3.3. LOCATION OF SERVICE**

3.3.1 The Company will be providing service to Washington customers located in Qwest's Washington State service area. The Company's description of service area in no way compels the Company to provide a service in an area where facilities or other extenuating factors limit the Company's ability to provide service.

**3.4 QWEST SERVICE AREA PRICES AND CHARGES****3.4.1 BUSINESS LOCAL EXCHANGE SERVICE – MAXIMUM RATES**

## 3.4.1.1 Flat Rate Option—Individual or Multiline Key

	Non-Recurring Charge	Monthly Charge
Rate Class 1	\$100.00	\$50.00
Rate Class 2	\$100.00	\$50.00
Rate Class 3	\$100.00	\$50.00

## 3.4.1.2 Flat Rate Option—PBX Trunk

	Non-Recurring Charge	Monthly Charge
Rate Class 1	\$100.00	\$50.00
Rate Class 2	\$100.00	\$50.00
Rate Class 3	\$100.00	\$50.00

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	Non-Recurring Charge	Monthly Charge
<b>Dial Tone Connection Charge</b>		
- per line, per customer request	\$50.00	\$20.00
<b>Service Change Charge</b>		
- per line, per customer request	\$50.00	\$20.00
- Record Order	\$50.00	\$20.00
<b>Premises Work Charges</b>		
- Service Call Charge	\$50.00	
- first 15 minutes	\$50.00	
- each additional 15 minutes	\$50.00	
- dual service charge	\$50.00	
<b>FCC End User Common Line:</b>		
- Single Line Business	\$10.00	\$50.00
- Multiline Business	\$10.00	\$50.00
- End User Port Charge, per DID line or trunk	\$100.00	\$50.00

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**3.4 QWEST SERVICE AREA PRICES AND CHARGES, Continued**

**3.4.1 BUSINESS LOCAL EXCHANGE SERVICE – MAXIMUM RATES, Continued**

3.4.1.3 Service Element Charges, Continued

	Non-Recurring Charge	Monthly Charge
<b>FCC Universal Service Charge:</b>		
Individual Line Factor	\$5.00	\$5.00
<b>Multiline Factor</b>	\$5.00	\$5.00
<b>PICC</b>	\$5.00	\$5.00
<b>FCC Local Number Portability Charge:</b>		
- per line	\$5.00	\$5.00
- per PBX trunk	\$5.00	\$5.00
- ISDN	\$5.00	\$5.00
- Returned Check Charge	\$50.00	\$0.00

3.4.1.4 Direct Inward Dialing (DID)

	Non-Recurring Charge	Monthly Charge
DID Station Numbers		
Individual DID Number	\$2.00	\$2.00

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**3.4 QWEST SERVICE AREA PRICES AND CHARGES, Continued**

**3.4.1 BUSINESS LOCAL EXCHANGE SERVICE – MAXIMUM RATES, Continued**

3.4.1.5 DID Trunk Termination

	Non-Recurring Charge	Monthly Charge
1. DID Service		
• In-only trunk circuit termination, each[1]	\$100.00	\$100.00
• In-only analog trunk provisioned for DID call transfer circuit termination[2]	\$100.00	\$100.00
• Two-way digital trunk circuit termination with answer supervision[3]	\$100.00	\$100.00
• Two-way, four-wire, analog trunk circuit termination, each[4]	\$100.00	\$100.00
2. DID Telephone Numbers		
a. DID telephone numbers used, each	\$5.00	\$5.00
Expanded Answer		
• Common equipment, including first two Call Completion Software Positions (CCSP)	\$500.00	\$50.00
• Each DID station number equipped	\$5.00	\$5.00

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	Non-Recurring Charge	Monthly Charge
• Additional CCSPs		
Third CCSP	\$100.00	\$100.00
Fourth CCSP	\$100.00	\$100.00
Fifth CCSP	\$100.00	\$200.00
Sixth CCSP	\$100.00	\$200.00
Seventh CCSP	\$100.00	\$200.00
Eight CCSP	\$100.00	\$200.00
Ninth CCSP	\$100.00	\$250.00
Tenth CCSP	\$100.00	\$250.00
• Addition or removal of CCSP subsequent to installation of common equipment, per order[1]	\$200.00	\$200.00
• Two-way operation, each	\$100.00	\$50.00
• One-way incoming operation, each	\$100.00	\$50.00
• One-way outgoing operation, each	\$100.00	\$50.00

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## 3.4.1.6 Hunting Service

	Non-Recurring Charge	Monthly Charge
Line Hunting, per line or trunk	\$50.00	\$5.00
Series Completion Per Line	\$50.00	\$5.00
Multiline hunt service, per terminal	\$50.00	\$5.00
Circle Hunt Group	\$50.00	\$5.00

## 3.4.1.7 Make Busy

	Non-Recurring Charge	Monthly Charge
- Per line/terminal[2]	\$100.00	\$5.00
- Per group[2,3]	\$100.00	\$5.00
Stop-Hunt	\$30.00	\$5.00
Rearrangement of hunting terminals or telephone numbers[4]	\$30.00	

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## 3.4.1.8 Custom Calling Features (Non-Packaged)

	Non-Recurring Charge	Monthly Charge
Vertical Features		
Speed Calling		
8 Number	\$25.00	\$10.00
30 Number	\$25.00	\$10.00
Three-Way Calling	\$25.00	\$10.00
Call Forwarding	\$25.00	\$10.00
Variable	\$25.00	\$10.00
Busy Line (Expanded)	\$25.00	\$10.00
Busy Line (External)	\$25.00	\$10.00
Busy Line (Overflow)	\$25.00	\$10.00
Busy Line (Programmable)	\$25.00	\$10.00
Don't Answer	\$25.00	\$10.00
Don't Answer (Expanded)	\$25.00	\$10.00
Don't Answer (Programmable)	\$25.00	\$10.00
Busy Line/Don't Answer	\$25.00	\$10.00
Busy Line (External)/DA	\$25.00	\$10.00
Call Rejection	\$25.00	\$10.00
Call Waiting	\$25.00	\$10.00
Abbreviated Access (One Digit)		
Each Shared List	\$25.00	\$50.00
Each Line Arranged	\$25.00	\$10.00
Abbreviated Access (Two Digits)		
Each Shared List	\$25.00	\$100.00
Each Line Arranged	\$25.00	\$10.00

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	Non-Recurring Charge	Monthly Charge
Caller ID		
Name and Number	\$25.00	\$20.00
Number	\$25.00	\$20.00
Call Transfer	\$25.00	\$20.00
Continuous Redial	\$25.00	\$10.00
Dial Call Waiting	\$25.00	\$10.00
Directed Call Pickup	\$25.00	\$10.00
Directed Call Pickup w/Barge-In	\$25.00	\$10.00
Distinctive Alert	\$25.00	\$10.00
Do Not Disturb	\$25.00	\$10.00
Hot Line	\$25.00	\$10.00
Last Call Return	\$25.00	\$10.00
Priority Call	\$25.00	\$10.00
Remote Access Forwarding	\$25.00	\$10.00
Scheduled Forwarding	\$25.00	\$20.00
Selective Call Forwarding	\$25.00	\$10.00
U S WEST Receptionist		
Name and Number	\$25.00	\$20.00
Number Only	\$25.00	\$20.00
Warm Line	\$25.00	\$10.00
Wireless Extension	\$25.00	\$10.00
Message Waiting (Audible/Vsbl.)	\$25.00	\$10.00

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**3.4 QWEST SERVICE AREA PRICES AND CHARGES, Continued**

**3.4.1 BUSINESS LOCAL EXCHANGE SERVICE – MAXIMUM RATES, Continued**

3.4.1.9 Voice Messaging Service

	Non-Recurring Charge	Monthly Charge
Standard Mailbox	\$25.00	\$50.00
Listen Only Mailbox	\$25.00	\$50.00
Call Routing Option	\$25.00	\$10.00
Call Routing to Number Option	\$25.00	\$25.00
Extension Mailbox	\$25.00	\$10.00
Additional Messages (50)	\$25.00	\$10.00
Additional Messages (100)	\$25.00	\$10.00
Call Router Traffic Study	\$100.00	\$10.00
Message Notification	\$25.00	\$10.00
Scheduled Greetings	\$25.00	\$10.00

3.4.1.10 Custom Ringing

	Non-Recurring Charge	Monthly Charge
First Additional Number	\$25.00	\$15.00
Second Additional Number	\$25.00	\$15.00
Third Additional Number	\$25.00	\$15.00

3.4.1.11 Other Package Plans

	Non-Recurring Charge	Monthly Charge
Call Manager Connection	\$25.00	\$50.00
With Call Waiting	\$25.00	\$50.00
With U S WEST Receptionist	\$25.00	\$50.00
With Call Waiting ID	\$25.00	\$50.00

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**3.4 QWEST SERVICE AREA PRICES AND CHARGES, Continued**

**3.4.1 BUSINESS LOCAL EXCHANGE SERVICE – MAXIMUM RATES, Continued**

3.4.1.12 CustomChoice

	Non-Recurring Charge	Monthly Charge
	\$25.00	\$50.00

3.4.1.13 Per-Use Features

	Non-Recurring Charge	Monthly Charge
Call Trace	\$0.00	\$5.00
Continuous Redial	\$0.00	\$5.00
Last Call Return	\$0.00	\$5.00
Three-Way Calling	\$0.00	\$5.00
Toll Restriction, per line	\$15.00	

3.4.1.14 Directory Listings

	Non-Recurring Charge	Monthly Charge
Business Listing	\$10.00	\$5.00
Each Addl Line of listing		\$5.00
Secretarial Listing	\$10.00	\$5.00
Each # listed Alpha	\$50.00	\$5.00
Non-Listed, per listing	\$15.00	\$5.00
Non-Published, per line	\$15.00	\$5.00
Additional Listings, each		

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**3.4 QWEST SERVICE AREA PRICES AND CHARGES, Continued**

**3.4.1 BUSINESS LOCAL EXCHANGE SERVICE – MAXIMUM RATES, Continued**

3.4.1.15 Business/Residence Direct Dialed IntraLATA MTS/OSP Rates

	Peak Initial Minute	Peak Additional Six (6) Seconds
All Day - 9:00 a.m. to 9:00 p.m.	\$1.00	\$1.00
All Evening - 5:00 p.m. to 8:00 a.m. and Weekends	\$1.00	\$1.00

3.4.1.16 Operator Service Charges—Local and Toll

	Per Call
- Fully-Assisted Calling Card - Local	\$20.00
- Partially Assisted Calling Card - Toll	\$20.00
- Operator Assisted Fully Assisted	\$20.00
- Operator Assisted Partially Assisted	\$20.00
- Station-to-Station Bill to Third	\$20.00
- Station-to-Station Live Operator-Dialed	\$20.00
- Station-to-Station Mechanized	\$20.00
- Person-to-Person Fully Assisted	\$20.00
- Person-to-Person Paritally Assisted	\$20.00
Pay Telephone Charge	\$20.00
Busy Line Verification	\$20.00
Busy Line Interrupt	\$20.00

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**3.4 QWEST SERVICE AREA PRICES AND CHARGES, Continued**

**3.4.1 BUSINESS LOCAL EXCHANGE SERVICE – MAXIMUM RATES, Continued**

3.4.1.17 Directory Assistance

	Per Call
Direct Dialed	\$5.00
Alternately Billed	\$5.00

**3.4.2 CENTREX SERVICE – MAXIMUM RATES**

3.4.2.1 Centrex Service

	Non-Recurring Charge	Monthly Charge
Centrex Plus Station Line		
Centrex 21 Analog Station Line	\$200.00	\$200.00
Centrex 21 ISDN 2B+S	\$200.00	\$200.00

3.4.2.2 Common Equipment

	Non-Recurring Charge	Monthly Charge
	\$1000.00	\$150.00

3.4.2.3 Basic Packages

	Non-Recurring Charge	Monthly Charge
Softpak I Package	\$10.00	\$10.00
Softpak II	\$10.00	\$10.00
Softpak III	\$10.00	\$10.00

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## 3.4.2.4 Miscellaneous Charges

	Non-Recurring Charge	Monthly Charge
System Code Change, per system	\$50.00	
Line Code Change, per line	\$50.00	
CCMS Basic Package	\$50.00	\$15.00

## 3.4.2.5 CCMS Basic Package

	Non-Recurring Charge	Monthly Charge
	\$25.00	\$15.00

## 3.4.2.6 CCMS Optional Features

	Non-Recurring Charge	Monthly Charge
Call Forwarding-Busy line, per line		
Incoming only	\$25.00	\$15.00
All Calls	\$25.00	\$15.00
Call Forwarding-Don't Answer, per line		
Incoming only	\$25.00	\$15.00
All Calls	\$25.00	\$15.00
Call Forwarding-Variable, per line	\$25.00	\$15.00
Call Pickup Basic	\$25.00	\$15.00
Call Rejection	\$25.00	\$15.00
Call Waiting	\$25.00	\$15.00

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**3.4 QWEST SERVICE AREA PRICES AND CHARGES, Continued**

**3.4.2 CENTREX SERVICE – MAXIMUM RATES, Continued**

3.4.2.6 CCMS Optional Features, Continued

	Non-Recurring Charge	Monthly Charge
Continuous Redial	\$25.00	\$15.00
Distinctive Ring	\$25.00	\$15.00
Intercom 6 Number	\$25.00	\$15.00
Intercom 30 Number	\$25.00	\$15.00
Last Call Return	\$25.00	\$15.00
Priority Call	\$25.00	\$15.00
Programmable Call Forwarding-Busy	\$25.00	\$15.00
Programmable Call Forwarding-Don't Answer	\$25.00	\$15.00
Selctive Call Forwarding	\$25.00	\$15.00
Six-Way Conferencing	\$25.00	\$15.00
Speed Calling 6 Number	\$25.00	\$15.00
Speed Calling 30 Number	\$25.00	\$15.00
Standard Feature Package	\$25.00	\$15.00

3.4.2.7 Miscellaneous Non-Recurring Charges

	Non-Recurring Charge	Monthly Charge
Change from Blocking to non-Blocking or non-blocking to blocking	\$15.00	\$15.00
Centrex Plus Service Chip-in	\$50.00	\$50.00

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## 3.4.2.8 Common Equipment

	Non-Recurring Charge	Monthly Charge
CP Common Equipment, per system	\$250.00	\$100.00
Split Service Common Equip, ea group	\$250.00	\$100.00
Subsequent installation (Features)	\$25.00	\$100.00
Network Access Channel	\$100.00	\$25.00

## 3.4.2.9 Network Access Register

	Non-Recurring Charge	Monthly Charge
Two-way operation, each	\$100.00	\$50.00
One-way incoming operation, Each	\$100.00	\$50.00
One-way outgoing operation, Each	\$100.00	\$50.00

## 3.4.2.10 Usage Charge (Flat Main Station Line)

	Non-Recurring Charge	Monthly Charge
1 - 20 stations lines	\$25.00	\$25.00
21 - 50 stations lines	\$25.00	\$25.00
51 station lines or more	\$25.00	\$25.00

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## 3.4.2.11 Miscellaneous Facility Arrangements

	Non-Recurring Charge	Monthly Charge
Voice Grade Circuit, Each		
Per Circuit Group	\$350.00	\$0.00
Each Facility in Group	\$50.00	\$50.00
Foreign Exchange Service/central office circuit		
Per Trunk Group	\$300.00	
Each Facility in Group	\$50.00	\$50.00

## 3.4.2.12 Miscellaneous Trunk Termination

	Non-Recurring Charge	Monthly Charge
Dial Dictation		
Per trunk group	\$300.00	
Each facility in group	\$50.00	\$50.00
Trunk Verification from Designated Station per line equipped	\$500.00	\$50.00
Caller ID LIDB Listing	\$10.00	

## 3.4.2.13 Centrex 21

	Non-Recurring Charge	Monthly Charge
Centrex 21 Feature Package		\$50.00
Centrex 21 system change charge	\$15.00	

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**3.4 QWEST SERVICE AREA PRICES AND CHARGES, Continued**

**3.4.2 CENTREX SERVICE – MAXIMUM RATES, Continued**

3.4.2.14 Centrex 21 Optional Features

	Non-Recurring Charge	Monthly Charge
Caller ID Name and Number		\$10.00
Remote Access Forwarding		\$10.00
Scheduled Call Forwarding		\$10.00
Wireless Extension		\$10.00
Call Park	\$15.00	\$10.00
Caller ID Name and Number		

3.4.2.15 Centrex Prime

	Non-Recurring Charge	Monthly Charge
Basic station line, ISDN, Basic Extension Line		
1 - 20 station lines	\$100.00	\$50.00
21 - 50 station lines	\$100.00	\$50.00
51 - 100 station lines	\$100.00	\$50.00
101 - 300 station lines	\$100.00	\$50.00
station line with alternate access	\$100.00	\$50.00
ISDN Arrangement		
ISDN Loop Extension	\$500.00	\$50.00
2B+S	\$100.00	\$50.00
2B+D	\$100.00	\$50.00

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## 3.4.2.15 Centrex Prime, Continued

	Non-Recurring Charge	Monthly Charge
Non-Blocked Usage Adder per system		
1 - 20 stations lines		\$15.00
21 - 50 stations lines		\$15.00
51 or more stations lines		\$15.00
Centrex Prime Common Equipment	\$300.00	\$75.00
Centrex Prime Split Service Common Equip	\$300.00	\$75.00
Conversion from Access line to Centrex 21	\$25.00	
Interexchange		
Interoffice mileage		
FCC Charges		

## 3.4.2.16 Miscellaneous Service Order Charges

	Non-Recurring Charge	Monthly Charge
Adding or Changing Access Feature Package	\$50.00	
Feature Activation or Deactivation	\$50.00	
Rearrange Hunting & feature	\$50.00	
Change charge per activity per line	\$50.00	
Change to customer group common block	\$150.00	
Change from blocking to non blocking	\$50.00	
Centrex Prime Service Chip-in	\$50.00	
Convert from Centrex type to Centrex Prime	\$50.00	

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